

ASSESSMENT CONTRACT
ACCESS TO THE O-TRACK INFORMATION SYSTEM

I, _____ with _____, hereby acknowledge the need for administration, security staff, and operating personnel to access the State of Utah Department of Corrections' Offender Tracking (O-TRACK) system solely for the purpose of evaluating the software.

Said agency acknowledges that these responsibilities have been developed in order to ensure the legality and confidentiality of all records contained or obtained by means of O-TRACK and agrees to destroy the information obtained from O-TRACK when it is no longer needed for the purpose for which it was provided.

Evaluation access codes and passwords are vital to the security of the information in the O-TRACK system. Users employed by said agency must not share, post, or otherwise divulge access codes or passwords. Said agency agrees to enforce agency discipline regarding this matter.

Each agency shall have a specified individual for primary point of contact with the State of Utah Department of Corrections. This person shall be identified to all agency users as the primary point of contact. Computer sites and/or terminal areas must have adequate physical security to protect against unauthorized personnel gaining access to the computer equipment or to any stored data. This includes protecting computer screens from public view. Agency personnel must accompany visitors to computer areas at all times.

State of Utah Department of Corrections maintains the right to suspend access to the evaluation copy of O-TRACK after 30 days or if the security or dissemination requirements agreed to and adopted by and through this contract are violated. State of Utah Department of Corrections may reinstate evaluation access upon receipt of satisfactory assurances that such violations have been corrected. If more time is needed for the assessment of the software, a written request must be sent to the State of Utah Department of Corrections Bureau of Information Technology.

Said agency acknowledges that these records are classified as private, controlled, and/or protected pursuant to Utah Code Annotated § 63-2-101 *et seq.* and are to be released only with the consent of the subject of record, for those classified as private or controlled; and in the case of controlled records only to *a physician, psychologist, certified social worker, insurance provider or agent, or a government public health agency*; and in the case of protected records only with the approval of the State of Utah Department of Corrections and that the record will be used for a purpose similar to which the information in the record was collected or obtained. Said agency affirms that the record is necessary to the performance of duties and functions as a governmental entity funded or established to carry out the public's business. Violation of this agreement may be a violation of criminal law, pursuant to UCA § 63-2-801.

This agreement is effective as of _____ for a period of 30 days, and may be terminated by the State of Utah Department of Corrections, should the agency fail to comply with any of the provisions of this agreement. Failure of the agency to sign the agreement shall be grounds to deny evaluation access by the agency to O-TRACK.

State and Agency: _____

Director: _____ Date: _____

Agency Phone Number: _____ FAX: _____

Agency Address: _____

Agency Contact: _____ Phone: _____

Agency Contact E-mail Address: _____

To be completed by Utah Department of Corrections only:

Agency ID: _____ Date: _____

UDCSA: _____ Date: _____